

BOOK 881 PAGE 218

Cherokee County
filed in office this 10 day of July 1990
Recorded in Book 881 Page 218
this 11 day of July 1990
Clerk Superior Court

SANITARY SEWER EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of May, 1990, by and between CHILD CARE LEASING-A, INC., a Texas corporation ("Grantor") and WILLIAM T. Mobley, JR., a resident of Fulton County, Georgia ("Grantee") with KINDER-CARE LEARNING CENTERS, INC., a Delaware corporation, joining herein for the purposes hereinafter stated.

W I T N E S S E T H:

WHEREAS, Grantee is the owner of that certain tract of land lying and being in Land Lot 1224, 15th District, 2nd Section, Cherokee County, Georgia, and being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Grantee's Property") and Grantor is the owner of that certain tract of land contiguous to the Grantee's Property being more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Sanitary Sewer Easement Area");

WHEREAS, Grantee desires an easement over, across and upon the Sanitary Sewer Easement Area for the purpose of installing and maintaining a sanitary sewer line (the "Connecting Line") in connection with the relocation of an existing line constructed and maintained by Grantee; and Grantor is willing to grant said easement pursuant to the provisions hereof.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and Grantor do hereby agree as follows:

- Grantor does hereby grant and convey to Grantee a perpetual easement over, across, under and upon the Sanitary Sewer Easement Area for the purpose of constructing, installing, maintaining, repairing and replacing the Connecting Line. Grantee shall notify Grantor/Lessee one week before commencing any work on the Connecting Line.
- The cost of constructing, installing, and maintaining the Connecting and Existing Lines shall be borne solely by Grantee.
- Grantee, at his sole cost and expense, shall promptly restore and repair any damage to the Sanitary Sewer Easement Area and contiguous property of Grantor which damage is caused by Grantee's installation and maintenance of the Connecting Line, to substantially the same condition in which it existed prior to such damage.
- The easement granted hereby shall automatically terminate upon public dedication to, and acceptance of, said Connecting Line by the appropriate governmental authorities.
- Grantor does hereby covenant and warrant that it is lawfully seized and possessed of the Sanitary Sewer Easement Area, that it has a good and lawful right to convey the easement granted hereby, and that it will warrant and defend the same against the claims of all persons whomsoever. Grantor does further hereby warrant that the persons executing this instrument on its behalf are duly authorized to do so and bind Grantor to the terms hereof.

6. This Agreement shall be binding upon and inure to the benefit of the successors in title and interest of the parties hereto, and the easement granted hereby shall run with the land as a benefit to Grantee's Property, subject to the provisions hereof.

*Work on the Connecting Line should be done at a time so the maintaining, repairing and/or replacing shall not interfere in the day to day business of the Grantor/Lessee.

1/1 PD 11
Ret Altman Kritzer & Lemish
6400 Powers Ferry Rd NW
Suite 224 Atlanta GA 30339

INITIAL
W T M

INITIAL
J M

6. This Agreement shall be binding upon and inure to the benefit of the successors in title and interest of the parties hereto, and the easement granted hereby shall run with the land as a benefit to Grantee's Property, subject to the provisions hereof. Work on the Connecting Line should be done at a time so the maintaining, repairing and/or replacing shall not interfere in the day to day business of the Grantor/Lessee.

7. This Agreement shall be construed in accordance with the laws of the State of Georgia. If any part or provision hereof is held by a Court to be invalid or illegal, the validity of the remaining parts and provisions shall not be affected and shall remain in full force and effect.

8. Kinder-Care Learning Centers, Inc., as Lessee of property contiguous to Grantee's Property which encompasses the Sanitary Sewer Easement Area, joins in the execution of this Agreement for the purpose of acknowledging and consenting to the provisions hereof; and hereby warrants that the persons executing the Agreement on its behalf are duly authorized to do so and bind it to the terms hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed the date first above written.

Signed, sealed and delivered in the presence of:

CHILD CARE LEARNING-A, INC.

[Signature]
Unofficial Witness

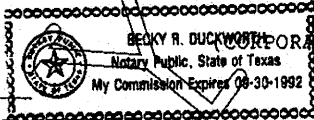
By: Linda VanderKae
President

[Signature]
Notary Public

Attest: [Signature]
Secretary

My Commission Expires:

9/30/92



Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature] (SEAL)
WILLIAM T. MOBLEY, JR.

[Signature]
Notary Public

My Commission Expires:

Notary Public, Cobb County, Georgia
My Commission Expires December 28, 1993

Signed, sealed and delivered in the presence of:

KINDER-CARE LEARNING CENTERS, INC.

[Signature]
Unofficial Witness

By: [Signature]
Senior Vice President

[Signature]
Notary Public

Attest: [Signature]
Assistant Secretary

My Commission Expires:

March 28, 1994

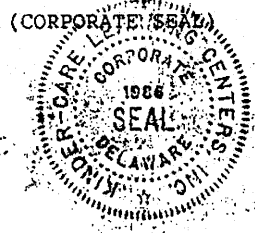


EXHIBIT "A"

TRACT I

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 1224 of the 15th District, 2nd Section, Cherokee County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, commence at an iron pin located on the Southerly right-of-way of Georgia Highway #92 (also known as Alabama Road) (100 foot right-of-way) at a point where said Southerly right-of-way intersects with the line dividing Land Lot 1189, 21st District and Land Lot 1224, 15th District, said County; thence along said right-of-way South 81° 22' 00" East, a distance of 55.80 feet to a point; thence continuing along said right-of-way South 80° 13' 00" East, a distance of 141.40 feet to a point; thence continuing along said right-of-way South 78° 32' 00" East, a distance of 196.40 feet to a point and the POINT OF BEGINNING; thence along the Southerly right-of-way of Georgia Highway #92 South 78° 32' 00" East, a distance of 62.10 feet to a point; thence continuing along said right-of-way South 71° 55' 57" East, a distance of 547.49 feet to an iron pin; thence leaving said right-of-way and running South 19° 10' 47" West, a distance of 174.89 feet to an iron pin; thence South 29° 51' 32" West, a distance of 829.54 feet to a point; thence South 70° 02' 06" West, a distance of 228.47 feet to a point on the Northeasterly right-of-way of Bells Ferry Road (100 foot right-of-way); thence along said right-of-way North 16° 16' 31" West, a distance of 40.08 feet to an iron pin; thence leaving said right-of-way and running North 70° 02' 06" East, a distance of 200.08 feet to an iron pin; thence North 04° 22' 42" East, a distance of 136.82 feet to an iron pin; thence South 70° 03' 44" West, a distance of 249.93 feet to an iron pin located on the Northeasterly right-of-way of Bells Ferry Road; thence along said right-of-way North 19° 57' 17" West, a distance of 275.66 feet to a point; thence continuing along said right-of-way North 24° 26' 54" West, a distance of 200.00 feet to a point; thence leaving said right-of-way and running North 65° 33' 06" East, a distance of 11.61 feet to a point; thence along the arc of a curve to the left a distance of 21.18 feet (said arc being subtended by a chord bearing North 47° 42' 19" East, 20.84 feet) to a point; thence North 29° 51' 32" East, a distance of 21.62 feet to an iron pin; thence continuing North 29° 51' 32" East, a distance of 585.77 feet to a point on the Southerly right-of-way of Georgia Highway #92 and the Point of Beginning, as shown by Survey for W. T. Mobley and First National Bank of Atlanta prepared by Jerry Thacker & Associates, dated March 25, 1983, last revised April 5, 1984.

TRACT II

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING A PART OF LAND LOT 1224, DISTRICT 15, SECTION 2, CHEROKEE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE WEST BOUNDARY OF LAND LOT 1224 AND THE EASTERLY RIGHT OF WAY OF BELLS FERRY ROAD (100' R/W), RUN THENCE SOUTHEASTERLY, 629.10 FEET, ALONG SAID RIGHT OF WAY OF BELLS FERRY ROAD, THENCE N70°01'00"E, 164.96 FEET, TO THE "POINT OF BEGINNING"; THENCE N70°01'00"E, 85.04 FEET, THENCE S04°20'59"W, 71.91 FEET; THENCE N60°12'13"W, 85.81 FEET, TO THE "POINT OF BEGINNING"

CONTAINING 2786 SQUARE FEET...

EXHIBIT "B"

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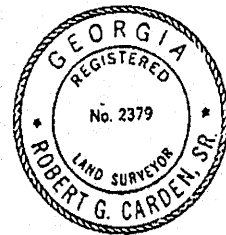
All that tract or parcel of land lying and being in Land Lot 1224, 15th District, 2nd Section, Cherokee County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, commence at the point of intersection of the Westerly Land Lot Line of Land Lot 1224, said District and County, and the Northeasterly right-of-way of Bells Ferry Road (100-foot right-of-way); thence with the Northeasterly right-of-way of Bells Ferry Road, run South 24° 30' 32" East a distance of 353.38 feet to a point; thence continuing with said right-of-way, run South 20° 00' 35" East a distance of 299.46 feet to an iron pin found on the boundary line between property now or formerly W. T. Mobley, Jr. and property now or formerly Kinder-Care Learning Center, Inc.; thence leaving said right-of-way, and with said Mobley/Kinder-Care boundary line, run North 70° 00' 06" East a distance of 96.18 feet to a point and the POINT OF BEGINNING; from the Point of Beginning as thus established, and with the boundary line between said Mobley and Kinder-Care Properties, run North 70° 00' 06" East a distance of 68.73 feet to an iron pin found; thence continuing with said boundary line, run South 60° 09' 42" East a distance of 85.85 feet to an iron pin found; thence continuing with said boundary line, run South 04° 19' 04" West a distance of 16.39 feet to a point; thence leaving said boundary line, run North 66° 56' 43" West a distance of 1.62 feet to a point; run thence North 60° 08' 21" West a distance of 96.45 feet to a point; run thence South 76° 01' 47" West a distance of 54.29 feet to a point and the Point of Beginning, as shown on survey entitled Survey of Proposed Sanitary Sewer Easement to Cherokee County, Georgia Water and Sewer Authority, prepared for K-Mart by M&B Construction Services, certified by Robert G. Carden, Sr., G.S.R.L.S. No. 2379, dated April 11, 1990.

Robert G. Carden Sr.
ROBERT G. CARDEN, SR., G.S.R.L.S. #2379

DATE: 4-29-90

(SEAL)



Rec- 7-11-90

ANNETTE FLEMING
CLERK SUPERVISOR COUNTY OF CHEROKEE COUNTY